

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

KYLEE K. HOSTETTER)	Bankruptcy No. 24-21550-GLT
Debtor)	Chapter 13
*****)	
KYLEE K. HOSTETTER)	Document No.
Movant,)	
vs.)	Hearing Date: 04/30/25 @ 10:00 am
ELIZON MASTER PARTICIPATION TRUST I,)	Response Date: 04/24/25
U.S. Bank Trust National Association, as Owner)	
Trustee c/o Carrington Mortgage Services, LLC,)	
FIRST NATIONAL BANK OF PENNSYLVANIA,)	
BEAVER COUNTY TREASURER,)	
BLACKHAWK SCHOOL DISTRICT,)	
CHIPPEWA TOWNSHIP,)	
BEAVER COUNTY TAX CLAIM BUREAU,)	
INTERNAL REVENUE SERVICE, and)	
PENNSYLVANIA DEPARTMENT OF REVENUE,)	
)	
Respondents)	
and)	
Ronda J. Winnecour, Chapter 13 Trustee)	

ORDER APPROVING SALE OF PROPERTY
OF THE ESTATE FREE AND DIVESTED OF LIENS

AND NOW, to wit, this _____ day of _____, 2025, having considered the Debtor's Motion to Sell Real Estate Free and Clear of Third Party Interests, Liens, Claims, Charges and/or Encumbrances, and all responses filed thereto, and having held hearing thereon as required by law,

IT IS HEREBY ORDERED, ADJUDGED, DETERMINED, FOUND AND DECREED THAT:

1. The Debtor's, KYLEE K. HOSTETTER's, interest in real property located at 135 Janet Street, Chippewa Township, Beaver Falls, PA 15010, Parcel Number 57-0198-100-00 is an asset of this estate pursuant to 11 USC 1306.
2. The best interest of this Estate and its creditors will be served by this Court, pursuant to 11 U.S.C. §363(b), authorizing the sale of Ms. Hostetter's interest in property located at 135 Janet Street, Chippewa Township, Beaver Falls, PA 15010, Parcel Number 57-0198-100-00 free and clear of all third party interests, liens, claims, charges and/or encumbrances against the same, if any.

3. The said sale of the Debtor/Trust's interest shall be a sale in "AS IS", "WHERE IS" condition, without representation and warranties of any kind whatsoever, and the participation of a purchaser in the sale process shall constitute an agreement that the sale is not a result of any representation of any kind whatsoever by the Estate, Trustee, or its/her agents, except as otherwise set forth herein.
4. That sufficient general notice of said hearing and sale was given to the creditors and parties in interest by the moving party as shown by the certificate of serviced duly filed and that the named parties were duly served with the Motion.
5. That pursuant to Local Bankruptcy Rule 6004-2, no publication was required of this sale as all unsecured creditors are to be paid in full (100%) by the Trustee with proceeds remitted by the Debtor in this Sale.
6. That at the sale hearing the highest/best offer received was that of the above Purchasers and no objections to the sale were made which would result in cancellation of said sale.
7. That the price of \$295,000.00 (with contingencies outlined in the Motion to Sell) offered by Toby & Colleen Patridge was a full and fair price for Residence/Farm located at 135 Janet Street, Chippewa Township, Beaver Falls, PA 15010, Parcel Number 57-0198-100-00.
8. That the Purchaser has acted in good faith with respect to the within sale in accordance with *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F2d. 143 (3d Cir. 1986).
9. Now therefore, **IT IS ORDERED, ADJUDGED AND DECREED** that the sale of the Debtor's interest in property located at 135 Janet Street, Chippewa Township, Beaver Falls, PA 15010, Parcel Number 57-0198-100-00 is hereby **CONFIRMED** to Toby & Colleen Patridge, for \$295,000.00 (with contingencies outlined in the Agreement of Sale), free and divested of the above recited liens and claims, and, that the Debtor is authorized to make, execute and deliver to the Purchasers above named the necessary documents required to transfer their interest in the subject property to Purchasers;
10. Closing shall occur on or before Thirty (30) days from the date the Order of Sale.
11. The successful Purchaser shall pay for any applicable fees (if any) associated with the purchase.
12. The proceeds of sale of the asset(s) shall be used as follows, to wit:
 - (a) Payment in full of the secured first mortgage claim of Elizon Master Participation Trust I, U.S. Bank Trust National Association, as Owner Trustee, LLC, c/o Carrington Mortgage Services, LLC in the approximate amount of \$95,036.66 will be paid per an updated unexpired payoff at closing.;
 - (b) Payment in full of the secured second mortgage claim of First National Bank, in the approximate amount of \$114,190.92 (or per an updated and unexpired payoff at closing);
 - (c) Payment of delinquent real estate taxes in the amounts of \$3,648.63 (or as updated prior to closing) to the Beaver County Tax Claim Bureau, Attn: Joshua Eckelberger, Director, with a business address of 810 Third Street, Beaver, PA 15009. These claims of the Beaver County Tax Claim Bureau shall be paid at closing;
 - (d) Payment of the secured claim of the Pennsylvania Department of Revenue in the face amount of \$12,293.27, as amended at time of closing, subject to statutory interest;

- (e) Payment of Current, Outstanding and/or Delinquent real estate taxes, pro-rated to the date of closing;
 - (f) Reimbursement to Santillan Law, P.C. in the amount of \$199.00 relating to the filing fees associated with this Motion to Sell;
 - (g) Court approved Realtor fees in the amount of \$12,000.00 to Amber Lee Hostetter of Lee Hostetter Real Estate;
 - (h) Payment of Commission Addendum, as per the Agreement of Sale;
 - (i) Ordinary closing costs under Pennsylvania Law;
 - (j) Payment to Ronda J. Winnecour, Chapter 13 Trustee, U.S. Steel Tower, Suite 3250, 600 Grant Street, Pittsburgh, PA 15219 for percentage fees associated with this sale in the amount of \$9,515.67;
 - (k) Payment to Ronda J. Winnecour, Chapter 13 Trustee, P.O. Box 84051, Chicago IL 60689-4002 in the approximate amount of \$38,000.00 toward Plan Funding.
 - (l) The Net Proceeds payable to Edgardo D. Santillan, Esquire, as Debtors' Counsel fees up to \$12,509.12 for representation of the Debtor in this case; including, but not limited to, work directly associated with the Sale of the subject Pennsylvania property, Motion to Sale Free & Clear, including any pre/post filing negotiations/ discussions with the Debtor, realtor, third parties to bring this Motion before the Court;
13. Debtors' Counsel shall file a Report of Sale within Five (5) days from the date of Closing, or as soon thereafter as is practicable. The Movant shall file a report of sale which shall include a copy of the HUD-1 or other Settlement Statement;
14. This Sale Confirmation Order survives any dismissal or conversion of the within case; and,
15. ***Within five (5) days of the date of this Order***, the Movant shall serve a copy of the within Order on each Respondent (i.e., each party against whom relief is sought) and its attorney of record, if any, upon any attorney or party who answered the motion or appeared at the hearing, the attorney for the debtor, the Closing Agent, the Purchaser, and the attorney for the Purchaser, if any, and file a certificate of service.
16. The court shall retain jurisdiction to enforce the provisions of this Order.

BY THE COURT:

Gregory L. Taddonio, Chief Judge
United States Bankruptcy Court

c:Edgardo D. Santillan, Esquire
Ronda J. Winnecour, Esquire
Lauren M. Moyer, Esquire
David W. Raphael, Esquire